Randy Fortunato,

VS.

DOES 1-100

CAVALRY PORTFOLIO

Plaintiff,

SERVICES,LLC, Robertino Gooding, and

Defendant

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Case No .: 1/CNN23/-Pore-un

2:11-cv-01231-PMP -LRL

COMPLAINT

Plaintiff, Randy Fortunato, hereby sues Defendant(s), CAVALRY PORTFOLIO SERVICES, LLC: and claims:

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

PRELIMINARY STATEMENT

This is an action for actual damages brought for damages for violations of the FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) 15 U.S.C. §1692 et seg. and the FAIR CREDIT REPORTING ACT (FCRA) 15 U.S.C. § 1681 et seq.

JURISDICTION AND VENUE

- 1) The jurisdiction of this Court is found in 15 U.S.C. 1692 G § 809 (B) and pursuant to:
 - a) 15 U.S.C. § 1692k (d), wherein an action to enforce any liability created by this subchapter may be brought in any appropriate United States District court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs. and
 - b) 28 U.S.C. § 1367 for pendent state law claims wherein this Honorable forum has supplemental jurisdiction for the authority of United States federal courts to hear additional claims substantially related to the original claim even though the court would lack the subject-matter jurisdiction to hear the additional claims independently.
 - c) Venue is proper in this Circuit pursuant to 28 U.S.C. §1391(b).
 - d) This is an action for damages which exceed \$5,000.00.
 - e) All conditions precedent to the bringing of this action have been performed, waived or excused.

PARTIES

- 1) Plaintiff, Randy Fortunato, is a resident of the State of Nevada.
- Defendant, CAVALRY PORTFOLIO SERVICES, LLC, was collecting an un-validated/unverified debt for BANK OF AMERICA/FIA CARD SERVICES, N.A.
- Defendant, CAVALRY PORTFOLIO SERVICES, LLC is a Debt Collector located in New York.

DOE DEFENDANTS

- 1) Plaintiff, Randy Fortunato, is ignorant of the true names and capacities of all potential Defendants and therefore sues these Defendants as Doe. Plaintiff will amend this complaint to allege the true names and capacities of said Doe's, when such information is ascertained.
- Certain of the Doe Defendants, whose identities are currently unknown to Plaintiff, acted as the joint venturers, general partners, co-conspirators, principals, agents, employees, officers, attorneys, accountants, or advisors to the named Defendants herein, and at such time were on notice of facts sufficient to suggest the existence of the improprieties alleged herein to a reasonable and prudent person of the same profession, yet said Defendants assisted the named Defendants either intentionally or negligently, or acted in a legally culpable manner or capacity so as to be jointly and severally liable herein, all as will be alleged with more specificity after discovery in this case.
 - a) Unknown Doe Defendant, CAVALRY PORTFOLIO SERVICES LLC, is not registered as a debt collector on the records of the Nevada Business and Industry.
 - b) Unknown Doe Defendant, CAVALRY PORTFOLIO SERVICES LLC, is an entity foreign to the State of Nevada.

DEFENDANT'S INDIVISIBLE LIABILITY FOR INDIVISIBLE HARM

- 1. Plaintiff, in the instant cause, has suffered harm as the result of the actions of unknown Does.
- The Defendants and Does have acted in concert and collusion, one with the other, toward a
 harmful outcome to Plaintiff as alleged infra.
- The alleged harm to Plaintiff is indivisible in its nature and cannot reasonably be apportioned to multiple actors.

4. In the interest of judicial economy, Plaintiff only included the Defendants who are currently violating the FDCPA toward the furtherance of the ultimate harm intended by the acts infra.

FACTUAL ALLEGATIONS

- 1) On April 23, 2011Plaintiff pulled a copy of Transunion, Equifax and Experian credit reports.
- 2) On or about November, 2010 Defendant initiated a soft pull of Plaintiffs Transunion credit report without permissible purpose to do so.
- 3) On or about March 12, 2010 Defendant initiated a hard pull of Plaintiffs Transunion credit report without permissible purpose to do so.
- 4) Plaintiffs Transunion credit report reflects, March 2011 and July 2011 as being the dates Defendant updated the negative information.

See Plaintiff's EXHIBIT "A"

- 5) On or about March 11, 2010 Defendant initiated a hard pull of Plaintiffs Experian credit report without permissible purpose to do so.
- 6) On or about March 2010 Defendant began reporting negative information on Plaintiffs Experian credit report.
- 7) Plaintiffs Experian credit report reflects March of 2011 as being the date Defendants last reported the negative information.

See Plaintiff's **EXHIBIT "B"**

8) On or about April 26, 2011, Plaintiff mailed and Defendant received a letter seeking proper validation of Defendants claim, making Plaintiff aware of its obligations under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (FDCPA), and instructing it to immediately remove the account from Defendant's credit report.

See Plaintiff's **EXHIBIT "C"**

9) On or about June 27, 2011 Plaintiff received from Defendant a letter reflecting a principal due: \$5, 103.31, All Other Charges: \$647.24, Balance Due: \$5,750.55. stating; "This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose."

See Plaintiff's EXHIBIT "D"

10) On June 13, 2011 Plaintiff mailed and Defendant received a second and final notice of dispute to validate the alleged debt. Making Defendant aware of Plaintiffs intent to file suit and giving Defendant 10 days to respond, as a means to settle this ongoing alleged debt obligation.

See Plaintiff's **EXHIBIT "E"**

- 11) The Plaintiff denies ever having any contractual agreement for credit, loans or services relationship with the Defendant. Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged debt is not in question here. But the fact as to how it was or was not validated and wrongful actions of the Defendants in an attempt to collect the alleged debt, violated the civil rights of the Plaintiff and the law as outlined in the Fair Debt Collection Practices Act, 15 USC §1601,et seq.
- 1) Defendants, CAVALRY PORTFOLIO SERVICES, LLC violated the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §1692 and The Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 et seq.
- 2) by willful non-compliance with actions and activities including, but not limited to, the following:

COUNT I

- 1) Defendants violated 15 U.S.C. §1692e, by false, deceptive and misleading representation or means in connection with the debt collection.
 - a) Defendant, CAVALRY PORTFOLIO SERVICES LLC/and Robertino Gooding while attempting to collect an alleged and unverified debt made false and misleading

representations in communications when it misrepresented the party he was collecting for.

b) Defendant failed to validate the debt or demonstrate he was not making false and misleading representations in communications when misrepresenting the alleged creditor.

COUNT II

- Defendants violated, 15 U.S.C. §1692e (2) by falsely representing the character, amount, or legal status of any debt.
 - a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding misrepresented the character amount of an alleged debt when they represented the debt as an obligation to CAVALRY PORTFOLIO SERVICES, LLC. Plaintiff learned and can prove at trial such consumer accounts are sold and securitized. BANK OF AMERICA/FIA CARD SERVICES, N.A. the alleged creditor/ Original Institution has no standing or interest.
 - b) Defendants failed to validate their claim.
 - c) Defendant failed to validate the debt or demonstrate the debt was not misrepresented in nature.
 - d) Preceding count is fully re-alleged and set herein.

COUNT III

1) Defendants violated, 15 U.S.C. §1692e (2) by falsely representing the legal status of a debt.

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- a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding misrepresented the legal status of an alleged debt by attempting to presume the alleged debt was owed to them in the amount of \$5,750.55.
- b) Defendants failed to validate the debt.
- c) Defendants failed to validate the legal status of the debt or demonstrate they were note holders with an interest.
- d) Preceding counts are fully re-alleged and set herein

COUNT IV

- 1) Defendants violated, 15 U.S.C. §1692f (1) by falsely representing the amount of a debt.
 - a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and misrepresented the amount of the debt by alleging certain sums were due by charging hypothetical interest rates on an alleged and un-validated debt as reflected in Exhibit D.
 - b) Defendants failed to validate the debt.
 - c) Defendants failed to validate the amount of the debt or demonstrate interest charged was a term in the alleged nonexistent agreement.
 - d) Preceding counts are fully re-alleged and set herein.

COUNT V

 Defendants, CAVALRY PORTFOLIO SERVICES, LLC violated 15 U.S.C. §1692g(b) by continuing collection activity after receiving notice of dispute, and failed to provide written validation of debt before resuming collection activities.

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1)	Defendants, CAVALRY PORTFOLIO SERVICES, LLC, willfully violated 15 U.S.C
	§1692 g (b) when Plaintiff sent the first (1st) request for validation on April 26, 2011, and
	the second (2 nd), and final request for validation in accordance with 15 U.S.C. 1692 G
	809 (b), of the Fair Debt Collection Practices Act,

- b) The Plaintiff mailed the dispute notices/validation via certified mail to CAVALRY PORTFOLIO SERVICES, LLC.
- c) The first request for validation specifically stated:

"I must demand proof of this debt, specifically the alleged contract or other instrument bearing my genuine signature, as well as proof of your authority in this matter. Absent such proof, you must correct any erroneous information associated with this account.

- 1. Please evidence if this debt is a taxable gain and reportable to the IRS?
- 2. What is your authorization of law for the collection of my personal information?
- 3. What is your authorization of law for the collection of this alleged debt?
- 4. Please evidence your authorization to do business in this state?
- 5. Please evidence proof of the alleged debt, including specifically the alleged contract or other instrument bearing my genuine signature and the CUSIP numbers?
- 6. Please provide a complete account history, including any charges added for collection activity.

Please be advised that I am requesting validation and competent evidence that I had a contractual obligation sans consumer protection encumbrance whereby I incurred the original claims associated with this purported debt."

d) The second request for validation specifically stated:

"I must demand proof of this debt, specifically the alleged contract or other instrument bearing my genuine signature, as well as proof of your authority in this matter. Absent such proof, you must correct any erroneous information associated with this account.

- 1. Please evidence if this debt is a taxable gain and reportable to the IRS?
- 2. What is your authorization of law for the collection of my personal information?
- 3. What is your authorization of law for the collection of this alleged debt?
- 4. Please evidence your authorization to do business in this state?
- 5. Please evidence proof of the alleged debt, including specifically the alleged contract or other instrument bearing my genuine signature and the CUSIP numbers?
- 6. Please provide a complete account history, including any charges added for collection activity.
- 7. I do expect a response within 10 days from receipt of this notice. If I do not hear from you, I do intend to follow through and file suit against you.
- e) Defendants failed to validate the debt.
- f) Defendants have continued collection activities as reflected in Plaintiffs Experian credit report as of July 06, 2011, and Plaintiffs Transunion credit report as of July 12, 2011.
 - f) Preceding counts are fully re-alleged and set herein.

COUNT VI

Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding violated
 U.S.C. §1692 e (10) by using false representation and deceptive means to collect a debt.

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- a) Defendant(s), CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding made false representations with the aid of electronic copies of alleged statements, which contained inaccurate information contradicting CAVALRY PORTFOLIO SERVICES, LLC's claim.
- b) Defendants relied on electronic copies of statements to create the illusion of an accurate accounting of a valid in force debt.
- c) Defendants failed to validate the debt and relied on the fabrication of evidence in support of an alleged un-validated debt.
- d) Preceding counts are fully re-alleged and set herein.

COUNT VII

- a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding violated 15 U.S.C. §1692 f (1) by attempting to collect an amount not authorized or permitted by law.
 - a) Plaintiff sought validation of the alleged agreement from the Defendants.
 - b) The alleged debt was more than five-hundred dollars (\$500.00.
 - c) Plaintiff disputed the validity of his genuine signature on the alleged agreement demanding strict proof.
 - d) Defendants failed to validate the legal status of the debt or demonstrate they were note holders with an interest, or that a contract or agreement existed and it was permitted by law.
 - e) Preceding counts are fully re-alleged and set herein.

COUNT VIII

- 1) Defendants violated § 809 by claiming, attempting or threatening to enforce a debt when such persons knew that the debt was not legitimate.
 - a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, in an attempt to collect an illegitimate debt obfuscated the Parties to create confusion and avoid culpability for the collection of an illegitimate debt.
 - b) Defendants failed to validate the debt.
 - c) Defendants failed to validate the legitimacy of the debt.
 - d) Preceding counts are fully re-alleged and set herein.

COUNT IX

- 1) Defendant violated 15 U.S.C. §1682 e (8) by communicating false credit information to Experian and Transunion about Plaintiff.
 - a) On or about 3/2010 without first communicating with Plaintiff, Defendant caused a collection account, number, to be placed on Plaintiff's Trans Union and Experian credit reports, thereby reducing his credit score.
 - b) Defendant updated Plaintiffs Transunion report in July 2011, stating it is an open account, as reflected in the Exhibit.
 - c) Defendant failed to validate the debt.
 - d) Defendants failed to validate the legitimacy of the debt.
 - e) Preceding counts are fully re-alleged and set herein.

COUNT X

- 2) Defendant violated 15 U.S.C. §1682 e (8) by communicating false credit information to Experian and Transunion without permissible purpose.
- 3) On or about 3/2010 without first communicating with Plaintiff, Defendant caused a collection account, number, to be placed on Plaintiff's Trans Union and Experian credit reports, thereby reducing his credit score.
- 4) Defendant updated Plaintiffs Experian report in May 2011, stating it is an open account, as reflected in the Exhibit B.

See EXHIBIT A, Plaintiff's dispute notice.

- a) Defendant failed to validate the debt.
- b) Defendants failed to validate the legitimacy of the debt.
- c) Even if Plaintiff did have such an agreement, which Plaintiff denies, the alleged debt is not in question here. But the fact as to how it was or was not validated and wrongful actions of the Defendants in an attempt to collect the alleged debt, violated the civil rights of the plaintiff and the law as outlined in the Fair Debt Collections Act, 15 USC §1601,et seq.
 - d) Preceding counts are fully re-alleged and set herein.

COUNT XI

- 1) Violation of The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 willful non-compliance by Defendants, CAVALRY PORTFOLIO SERVICES, LLC
- 2) Preceding counts are fully re-alleged and set herein.
- 3) Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
- 4) Defendants Capital One Bank and Capital One Services are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
- 5) Defendants Capital One Bank and Capital One Services willfully violated the FCRA. Defendants' violations include, but are not limited to, the following:
 - (a) Defendants Capital One Bank and Capital One Services willfully violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a

- consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.
- (b) Defendants CAVALRY PORTFOLIO SERVICES LLC willfully violated 15 U.S.C. §1681s-2(b)(1)(A) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, negligently failing to conduct an investigation with respect to the disputed information.
- (c) Defendants CAVALRY PORTFOLIO SERVICES, LLC willfully violated 15 U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.
- (d) Defendants CAVALRY PORTFOLIO SERVICES, LLC willfully violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to § 1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

COUNT XII

- 6) Violation of the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 Negligent noncompliance by Defendants CAVALRY PORTFOLIO SERVICES LLC
 - 7) Preceding counts are fully re-alleged and set herein.
 - 8) Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
- 9) Defendants Capital One Bank and Capital One Services are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
- 10) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated the FCRA. Defendants' violations include, but are not limited to, the following:
 - (a) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.
 - (b) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15 U.S.C. §1681s-2(b)(1)(A) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, negligently failing to conduct an investigation with respect to the disputed information.
 - (c) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15

- U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.
- (d) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.
- 11) Defendants continue violating federal and state laws at Plaintiff's expense.
- 12) Plaintiff contends that the illegal actions of Defendants CAVALRY PORTFOLIO SERVICES, LLC have harmed the Plaintiff, resulting in credit denials, credit delays, inability to apply for credit, financial loss, loss of use of funds, mental anguish, humiliation, a loss of reputation, and expenditures for attorney's fees and costs.

WHEREFORE, Plaintiff demands judgment for damages against Defendants CAVALRY PORTFOLIO SERVICES, LLC for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §16810 and 15 U.S.C. §16810.

COUNT XIII

- 14) Defendants violated § 604. Permissible purposes of consumer reports [15 U.S.C. § 1681b]
- (a) In accordance with the written instructions of the consumer to whom it relates, No permissible purpose to pull the report. On or about March of 2010 the Defendant preformed a inquiry into the Plaintiffs Transunion and Experian report. The Defendant has not provided acceptable proof of any alleged debt subsequently violating the following in the FCRA, There was no authorization by the Plaintiff to pull the report.
- (b) Plaintiff contends that the illegal actions of Defendants CAVALRY PORTFOLIO SERVICES, LLC have harmed the Plaintiff, resulting in credit denials, credit delays, inability to apply for credit, financial loss, loss of use of funds, mental anguish, humiliation, a loss of reputation, and expenditures for attorney's fees and costs.
- (c) The Plaintiff denies ever having any contractual agreement for credit, loans or services relationship with the Defendant. Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged account is not in question here. But the fact as to how it was or was not verified and wrongful actions of the Defendant in inserting erroneous and inaccurate information and failure

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 to remove the account from the Plaintiffs credit reports, violated the civil rights of the Plaintiff and the law as outlined in The Fair Credit Reporting Act 15 USC §1681, et seq.

WHEREFORE, Plaintiff demands judgment for damages against Defendants CAVALRY PORTFOLIO SERVICES, LLC for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §16810 and 15 U.S.C. §16810.

RELIEF SOUGHT

WHEREFORE, Plaintiff demands judgment for damages against Defendants CAVALRY PORTFOLIO SERVICES LLC for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Respectfully submitted this _____day of July, 2011

By, Randy Fortunato, (Affiant)

Randy Fortunato 2166 Sunset Vista Avenue Henderson, Nevada 89052 702-492-6699

EXHIBIT A

*** 237085005-010 *** PO Box 2000 Ghester, PA 19022



07/04/2011

Trans**Union**.

Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

if there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit http://transunion.com/consumerfaqs.

Investigation Results

TEM	# 1389**** # 44508** # 53600**	RESULTS NEW INFORMATION BELOW NEW INFORMATION BELOW NEW INFORMATION BELOW NO LONGER ON FILE
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Filed 07/29/11

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Trans**Union**.



RANDY WILLIAM FORTUNATO

SCN-Date of Birth: Telephone:

XXX-XX-7278 09/1968 569-5700

Your SSN is partially abbreviated for your protection.

You have been on our files since 05/1988

CURRENT ADDRESS

Address:

2166 SUNSET VISTA AV HENDERSON, NV 89052

Date Reported:

01/2005

PREVIOUS ADDRESS

Address:

2395 PREDERA AV HENDERSON, NV 89052

Date Reported:

11/2004

*Personal

4111 W 166TH ST I AWNDALE, CA 90260

Special Notes: If any tiem on your credit report begins with 'MEDI', it includes medical information and the data following 'MEDI' is not displayed to anyone but Non-Sycally where beinggred pl. jaw.

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each monitum relation to your agreement with them.

OK

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first definquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets of its shaded for your convenience, to help you understand your report. They are not pracketed or shaded this way for creditors.

CAVALRY PORTFOLIO SVCS #1389****

500 SUMMIT LAKE DR STF 4A

VALHALLA, NY 10595 (800) 501-0909

LOBR Type: COLLECTION AGENCY/ATTORNEY Remarks: ACCT INFO DISPUTED BY CONSUMR Date placed for collection: 02/2010

Estimated date that this item will be removed: 07/2016

EQUABLE ASCENT FNCL LLC #44508**

1120 W LAKE COOK RD **SUITE B BUFFALO GROVE, IL 60089** (866) 902-7395

Loan Type: FACTORING COMPANY ACCOUNT Remarks: ACCT INFO DISPUTED BY CONSUMR Date placed for collection: 01/2010

Estimated date that this item will be removed: 05/2016

\$5,740 Balance: Date Varified: 06/2011 Original Amount: \$5,103

Balance:

Past Due:

Date Verifled:

Original Amount: \$3,162

Original Creditor: 08 CHASE B

Original Creditor: 08 BANK OF AMERICA Past Due:

>\$5.712¢

\$3,162

06/2011

>\$3,1624

ACOLLECTION ACCOUNTS Pay Status: Account Type: OPEN ACCOUNT Responsibility: INDIVIDUAL ACCOUNT

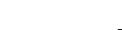
COLLECTION ACCOUNTS Pay Status: Account Type: OPEN ACCOUNT

Responsibility: INDIVIDUAL ACCOUNT

- End of investigation results -

To view a free copy of your full, updated credit file, go to our website http://disclosure.transunion.com

*** 237085005-018 *** PO Box 2000 Chester, PA 19022





07/12/2011 TransUnion

P1LDI400201753-I007511-059227406 [ուինթգիի ֆրգննելըի օրըի հներգրիի ձևին իրդին հերաժել [[ժվելի **RANDY WILLIAM FORTUNATO** 2166 SUNSET VISTA AV HENDERSON, NV 89052

> Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

> If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit http://transunion.com/consumerfags.

Investigation Results

ITEM	DESCRIPTION	RESULTS
CAVALRY PORTFOLIO SVCS	# 1389****	NEW INFORMATION BELOW
FOUABLE ASCENT FNCL LLC	# 44508**	VERIFIED, NO CHANGE

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Filed 07/29/11

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file Number: Page: Date issued:

237085005 1 of 1 07/12/2011



Special Notes: If any Item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A

OK

Not Applicable

late

late late late

Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors.

CAVALRY PORTFOLIO SVCS #1389****

500 SUMMIT LAKE DR STF 4A VALHALLA, NY 10595

(800) 501-0909 Loan Type: COLLECTION AGENCY/ATTORNEY Remarks: ACCT INFO DISPUTED BY CONSUMR

Date placed for collection: 02/2010 Estimated date that this item will be removed: 06/2016

\$5,777 Balance: Date Verified: 07/2011 Original Amount: \$5,103

Original Creditor: 08 BANK OF AMERICA

Past Due: >\$5,777¢

\$3,162 Balance: Date Updated: 07/2011 Original Amount: \$3,162

Original Creditor: 08 CHASE BANK

Past Due:

>\$3,162<

Pay Status:

>COLLECTION ACCOUNTS

Account Type: OPEN ACCOUNT Responsibility: INDIVIDUAL ACCOUNT

EQUABLE ASCENT FNCL LLC #44508**

1120 W LAKE COOK RD **SUITE B BUFFALO GROVE, IL 60089** (866) 902-7395

Loan Type: FACTORING COMPANY ACCOUNT Remarks: ACCT INFO DISPUTED BY CONSUMR Date placed for collection: 01/2010

Estimated date that this item will be removed: 05/2016

COLLECTION ACCOUNTS Pay Status: Account Type: OPEN ACCOUNT Responsibility: INDIVIDUAL ACCOUNT

- End of investigation results -

To view a free copy of your full, updated credit file, go to our website http://disclosure.transunion.com

Prepared for: RANDY WILLIAM FORTUNATO Date: July 06, 2011

Report number: 2046-3615-95

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four accounts that may be considered negative (continued)

Experian

A world of insight

original amount Credit limit or High balance \$1,073 Not reported Not reported Credit card payment Monthly erms Date of status First reported Date opened Nov 2008 Nov 2008 Jan 2010 BARCLAYS BANK DELAWARE Address Identification number WILMINGTON DE 19899 Partial account number 514021802410.... Phone number (866) 370-5931 PO BOX 8803 0330817752

Payment history

2010 2009

Responsibility ndividual Status \$1,073 as of Jan Recent balance

2010

Account charged off. \$1,073 written off. \$162 past due as of This account is scheduled to continue on record until Apr Jan 2010.

Creditor's statement 2016

"Account closed at credit grantor's request."

Account history - if your creditor reported your account belances to us, we list them in this section as actitional information about your account. Your belance history may also include your credit limit and high balance or AAP = Actual amount paid (\$) the original toen amount for an instalment loan. This section also includes the scheduled payment amounts, amounts actually paid and the dates those payments were made. ND: No Data. Scheduled payment amount (\$) JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV CO 180 OK
AE = Account balance (\$) Sep09 Aug09 Jul09 850 Nov09

726 S 99

818 2 2 **2**

-

1,011

1,073

身

DPR = Date payment received

original amount Credit limit or Collection **Terms** Date opened Feb 2010 CAVALRY PORTFOLIO SERVICE **TEMPE AZ 85285**

Between Jul 2009 and Dec 2009, your credit limit/high balance was \$500

多名

999

9 9 9

SPA AAP

9 9

payment 1 Months Monthly Date of status First reported Mar 2010 Partial account number

Phone number (800) 501-0909

13895425

PO BOX 27288

Not reported

Address Identification number Original creditor 08 BANK OF 0330817752 **AMÉRICA**

2010 Payment history

MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR

This account is scheduled to continue on record until May Account information disputed by consumer (Meets This item was verified and updated on Jun 2011. requirement of the Fair Credit Reporting Act). Comment

Collection account. \$5,742 past due as of May 2011.

Responsibility

Individual

Status

\$5,742 as of May 2011 Recent balance

High balance

Not reported

EXHIBIT C

USPS CERTIFIED MAIL TRACKING ING TOTA TOOL GOOT 4014 0000

CAVALRY PORTFOLIO SERVICES, LLC 500 Summit Drive Suite 4a Valhalla, NY. 10595

Randy Fortunato 2166 Sunset Vista Ave Henderson, NV. 89052 (702) 569-5700

April 23, 2011

DEBT VALIDATION AND VERIFICATION
NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Attn: Unknown-Debt Collector

Re: "your account" 1389 Re: "Your Balance:" \$5,641

Greetings,

After reviewing a copy of my credit file I have discovered a negative entry by CAVALRY PORTFOLIO SERVICES, LLC. By what authority did you report this derogatory information? Who are you? Where did you get my personal information? No contract exists between CAVALRY PORTFOLIO SERVICES, LLC and Randy Fortunato.

Your attention to this notice is important for liability purposes should there be a jury trial to contest these matters or should you attempt to defraud me or violate my rights.

Be advised that it is not now nor has it ever been my intention to refuse to pay any legal obligation I might lawfully owe. However, this notice is being sent pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g (Sec. 809) that your claim is disputed and validation and verification is requested.

I must demand proof of this debt, specifically the alleged contract or other instrument bearing my genuine signature, as well as proof of your authority in this matter. Absent such proof, you must correct any erroneous information associated with this account.

Please provide the following information:

- Please evidence if this debt is a taxable gain and reportable to the IRS?
- 2. What is your authorization of law for your collection of my personal information?
- 3. What is your authorization of law for your collection of this alleged debt?
- 4. Please evidence your authorization to do business or operate in this state.
- 5. Please evidence proof of the alleged debt, including specifically the alleged contract or other instrument bearing my genuine signature and the CUSIP numbers.
- 6. Please provide a complete account history, including any charges added for collection activity.

USPS CERTIFIED MAIL TRACKING No 7010 1060 0001 4814 8096

I do expect a response to this notice and you have thirty (30) days from receipt of this notice to respond. However, your failure to respond, on point, in writing, hand signed, and in a timely manner, will work as a waiver to any and all of your claims in this matter, and will entitle me to presume that you placed this on my credit report(s) in error and that this matter is permanently closed. Provide the proof, or correct the record and remove this invalid debt from all sources to which you have reported it.

For the purposes of 15 USC 1692 et seq., this Notice has the same effect as a dispute to the validity of the alleged debt and a dispute to the validity of your claims. This Notice is an attempt to correct your records, and any information received from you will be collected as evidence should further action be necessary.

Contacting me after receipt of this notice without providing procedurally proper validation and verification of the alleged debt constitutes a scheme of fraud by advancing a writing that you know or should know is false, with the intention that the courts and/or others rely on the written communication to impair or damage my credit rating, my reputation, my standing in the community as well as intentionally inflicting financial and emotional harm upon me. And I will use all the laws available to me to seek lawful remedy if necessary. I take this notice, and my rights, very seriously and expect you to do the same. You may want to obtain a legal opinion on this, but I believe that would constitute a scheme of fraud if this debt were to be resold; assuming that CAVALRY PRTFOLIO SERVICES, LLC has in fact purchased evidence of debt in this matter.

This response will constitute my effort to resolve this debt claim between the parties involved. Until full disclosure is achieved, there can be no case, collection or action. "No civil or criminal cause of action can arise lest, out of fraud, there be a valid, honest contract." See <u>Eads</u> v. Marks 249 P. 2d 257, 260.

Govern yourself accordingly,

Done this 26TH Day of April, 2011

By: Is/ Randy Fortunato

Case 2:11-cv-01231-PMP -VCF Document 1 Filed 07/29/11 Page 26 of 50

USPS CERTIFIED MAIL TRACKING No 7010 1060 0001 4814 8096

I declare under penalties of perjury in accordance with the laws of the United States of America Title 28 U.S.C. § 1746(1) the forgoing is true and correct and is admitted when not rebutted, so help me.

ACKNOWLEDGEMENT OF NOTARY

State Of Nevada County Of Clark

This foregoing instrument was acknowledged before me this 20th day

of April ,2011,

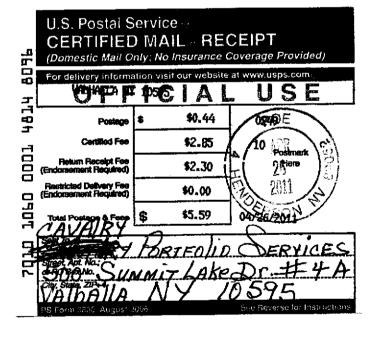
With With

Notary Public

SEAL

My Commission Expires: Aug 30, 2011

NOTARY PUBLIC
STATE OF NEVADA
County of Clerk
MATTHEW MCGOVERN
No. 08-5538-1 My Appointment Expires Aug 30, 2011



Customer Service

USPS Mobile

Register / Sign In



Search USPS.com or Track Packages

Quick Tools

Ship a Package

Send Mail

Manage Your Mail

Shop

Business Solutions

Track & Confirm

You entered: 70101060000148148096

Status: Delivered

Your item was delivered at 12:12 pm on May 02, 2011 in VALHALLA, NY 10596. Additional information for this item is stored in files offline.

Additional information for this item is stored in files offline. You may request that the additional information be retrieved from the archives, and that we send you an e-mail when this retrieval is complete. Requests to retrieve additional information are generally processed within four hours. This information will remain online for 30 days.

I would like to receive notification on this request

Restore

Find Another Item

What's your label (or receipt) number?

LEGAL

Privacy Policy > Terms of Use : FOIA >

No FEAR Act EEQ Date >

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EXHIBIT D



500 Summit Lake Dr. Suite 400, Valhalia, NY 10595-1340 PO Box 1030, Haw thorne, NY 10532 (800) 501-0909 (914) 347-1973 (FAX)

JUNE 21, 2011

RANDY W FORTUNATO 2166 SUNSET VISTA AVE

HENDERSON NV 89052-2379

RE:

Original Institution:

Bank of America/FIA Card Services, N.A.

Original Account Number:

5490330478694182

Cavalry Reference Number:

13895425

Principal Due:

\$ 5,103.31

All Other Charges:

\$ 647.24

Balance Due:

\$ 5,750.55

Dear RANDY W FORTUNATO:

Per your request, please find enclosed the verification of your debt.

Cavalry is committed to working with you. You may contact us at 866-483-5139 from 9:00am to 5:00pm, Eastern Time, Monday through Friday. If you prefer, you may reach me directly at extension 13431.

Sincerely,

Robertino Gooding

Cavalry Portfolio Services, LLC

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Cover Page

Bank of America

Fracareo lor:

New Balance Total

ON BALANCE 5,022.37)

RANDY W FORTUNATO

Accourt Number: 5490 3304 7869 4182

January 2010 Statement

Creat Line:

Cash or Crear Available:

\$5,000.00

Account information		
Summary of Transactions		
Previous Balance		\$4,983.37
Payments and Credits	-	\$0.00
Purchases and Adjustments	+	\$78,00
Periodic Rate Finance Charges	+	\$41.94
Transaction Fee Finance Charges	+	\$0.00

Billing Cycle and Payment Information Days in Billing Cycle Closing Date 01/12/10 Payment Due Date 02/06/10 \$131.00 **Current Payment Due** \$781.00 Past Due Amount

Total Minimum Payment Due

\$5,103.81

1	Castomer Service
	or intermeton on Your Account had:
-	rew.bankotamarica.com
	all toll-free 1-800-789-6885
	IDD issuring-impaired 1-800-346-3178
	ida, Fayments IC:
	BANK OF AMERICA
	P.O. BOX 801200
	.OS ANGELES, CA 90030-1200
	Man Smarg Inquires IC:
	SANK OF AMEFICA
1	P.O. BOX 15026 WILMENGTON, DE 19850-5026
U	MICHINAL CLI OF 19627-2050

Fransactions						
Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 01/06 OVERLIMIT FEE (BASED)	41 11	01/08 01/12	01/08 01/08	4988 · · · D/27	:	39.00 39.00

YOUR ACCOUNT IS OVERLIMIT. TO AVOID AN OVERLINIT FEE ON YOUR MEET STATEMENT, WE MUST RECEIVE A CONFORMING PATHENT, THAT BRINGS AND KEEPS YOUR ACCOUNT BALANCE RELOW THE CHEDIT LINE, WITHIN 27 DAYS OF THE ABOVE STATEMENT CLOSUES DATE, AND NOT GO OVERLIMIT AGAIN.

Important information About Your Account

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

Calegory	Fromotional Transaction Types	Casy Fenoaic Raie	Corresponding Annual Facentage Rate	AFR Type	Balance Subject to Finance Charge
Balance Transfers	,,	0.026315% V	9.24%	8	\$4,755.78
		0.052712% V	19.24%	S	\$0.00
Cash Advances Purchases		0.025315% V	9.24%	8	\$264.39

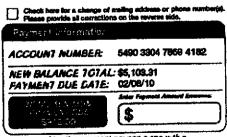
Annual Percentage Rate for this Billing Period: (Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Daily Interest Rate Type: V. Variable Rate (Interest Rate may vary); APR Type: S. Standard APR (APR normally in effect)

0051033100071200000047000005490330478694182 10

BANK OF AMERICA P.O. BOX 301200 LOS ANGELES, CA 90030-1200

RANDY W FORTUNATO 2166 SUNSET VISTA AVE **HENDERSON NV 89052-2379**



Ma. the payment coupon acres with a check or money order payable to: BANK OF AMERICA

	LOPAS Pu DATE
IMPORTANT REFORMATION ABOUT THIS ACCOUNT	USE211 Rev 04/08
GUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266	6.0212 Monday-Thursday Ram-9pm (Eastern Time), Friday Bam-7pm (Eastern erchant reference number(s) exallable for the charge(s) in question.
PLEASE DO NOT ALTER WORDING ON THIS PORM AND DO NOT MAIL TOOK LETTER OR	LONG ATTI LOOK IN WELL
Your Name: Posting Date:	Account Namber: Reference Number: Merchant Nume:
Amount 5: Despector Amount of the charge was increased from \$ 1. The amount of the charge was increased from \$ 10.5 cm or any sales	1. I unified the merchant on
sip was added incorrectly. Enclosed a a copy of the states say must serve use excessed water and a copy of the states say man and a copy of the states say man a present and the care of the state of th	Achough I did supper in the above connection, I have connected the menchan for credit. The services to be provided on
The meeting has upon 30 days in come your account. 5. Merchandor ther mandringed to one has arrived damaged earlier definitive. I returned it on Ostal (DOYY) and asked the recordance rounds my account. Attack a item describing from the conclusioning was damaged another deficience and a copy of the proof of cross.	
6. Although I did course in the above transaction, I have command the merchant, remaind the prestrated	Signature (required): Lune: Rest contact telephone th: Homes:
6. Akknown I did crypte in the above tomaction, I have consumed the reachest, returned the specification on (AAMEDITY) and requested a credit. I did not excise this credit or it was reconstitutely, statch a latter explaining why you are disputing this cleany with a copy of the proof of return. If you are simple to return is machine, please explaining, which are exable to return it is machine, please explain. 7. I certify that the charge in question was single transaction, but was proved twice to my suprocess. [did not authorize the reconstitutement of the contraction of the proof	Billing rights are only preserved by written inquiry. To preserve your billing rights, please courts a copy of this form and any supporting information regarding the merchant charge in question to: Annu Billing inquiries, P.O. Birz 18026, Wilmingson, DE 19030-9026, USA.
Selver 1. S. Reference #	PLEASE KEEP THE ORIGINAL FOR YOUR RECURSION AND SEND A COPY OF THE STATEMENT
"Grace Period" means the period of time during a billing cycle when you will not accume Periodic Rate Finance Charges on ceruin transactions or balances. There is no Grace Period for Ralance Transfers and Gash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full dist statement's Previous Rolance in this statement's billing cycle, then you will have a Grace Period during the billing cycle dust began the day after this statement's Chrising Date on the Purchase portions of this statement's New Balance Total. During a 0% Promotional Rate office 1) no Periodic Rate Finance Charges accume on telesces with the 0% Promotional Rate; and 2) you must pay the Total Mismumar Payment Due by its Payment Due Date land a void any other "promotional Rate. "If a corresponding Annual Percentage Rate in the Finance Charge Schedule: on the front of this statement contains a """ symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the 0% Promotional Rate will expire at the end of the mater billing cycle, and 2) you must pay this statement? New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate will expire at the end of the mater billing cycle and 2 pour mater pay this statement? New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate and Rate Office to those balances entaining as of the Closing. Date of this statement. CALCIR ATION OF RALANCESS SUBJECT TO PERASECE CHARGES. We calculate separate Balances Subject to Finance Charge for Balance Transfers or Cash Advances, and fur each Promotional Office balance for each day in this statement's billing cycle that had a "Pre-Cycle balance" a Pre-Cycle balance for each day in this statement's billing cycle, (2) calculating a daily balance for each day in this statement's billing	applicable Dusty Penotic Gate and that result by an parameter of any in the toning cycle, we add the Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges negative. Each Duily Periodic Rate is calculated by dividing its corresponding Annual Pencennege Rate by 365. HIM WIR ALACGATE VOLUN PRINTINGS. We will allocate your payments to bolances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in behaues with lower APRs (such as new balances with protectional APR official being paid before any other existing balances. Preparamet Date Dutes and Kengaling Vour Accounts in Good Standing. Your Payment Due Date will not full on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid the fee and to avoid overlines feet, we must receive at least the Total Minimum Payment Due Dute will be provide and your account balance below your Credic Limit each day. Importants information aboust Payments by Phone.

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand counter of the first of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollars money order, and 4) sent in the exclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the showe requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment theirs electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Punds may be withdrawn from your account as soon as the same day we receive your payments. Checks are not returned to you. For more information or us top the electronic funds transfers, call us at the number listed on the front.

If you have authorized us no pay your credit card bill assometically from your savings or

If you have authorized us to pay your credit card bill assomatically from your savings or checking account with us, you can stop the payment on any amount you think is strong. To stop the payment your letter must reach us at least three business days before the assomatic payment is scheduled to occur.

If your billing address or causact information has changed, or if your address is incorrect as it appears on this hill, please provide all corrections here.

Address 1	 	
Address 2		
City	 	
State _	Zap	
Area Code & House Phone	 	
Area Code & Work Phone	 	

Prepared for:

RANDY W FORTUNATO

Account Number: 5490 3304 7869 4162

Account Information

Previous Balance

New Balance Total

Payments and Credits

Summary of Transactions

Purchases and Adjustments

Minimum Finance Charges

Transaction Fee Finance Charges

February 2009 Statement

Billing Cycle and Payment Information Days in Billing Cycle Closing Date 02/10

Credit Line:

\$4,934,96

\$223.82

\$0.00

\$1.50

\$0.00

34,712.64

Cash or Credit Available:

Payment Due Date

Past Due Amount

Total Minimum

Payment Due

Current Payment Due

\$5,000.00 \$267.36

02/10/09

03/00/09

\$48.00

\$0.00

\$ 43.00



Customer Service
For Information on Your Appount Visit:
www.busikofemerica.com Call toll-free 1-800-789-6885
TOD hearing-impaired 1-800-348-3178
Mail Payments to:
BANK OF AMERICA P.O. BOX 851001
DALLAS, TX 75285-1001
Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15025 WHI MINISTON, DE 19850-5026

Alternasien.						1
Payments and Cradits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE CHARGE ADJUSTMENT PROMO RATE FINANCE CHARGE ADJ PAYMENT - THANK YOU		01/26 01/27 02/04	01/26 01/13	1467		39,50 CR 48,82 CR 136,00 CR

Simperjard Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE, CALL 1-868-297-9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERITZ.COM WHEN YOU USE COP# 160018.

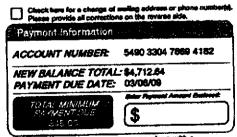
MAKE BUDGETING AND TAX PREPARATION SASIER WITH THE 2008 YEAR-END SUMMARY. ORDER THIS DETAILED SPENDING SUMMARY FOR \$0.95 BY CALLING 1-855-491-1141.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT, LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

004712640000480000013600005490330478694182 10

BANK OF AMERICA P.O. BOX 851001 DALLAS, TX 75285-1001

RANDY W FORTUNATO 2166 SUNSET VISTA AVE HENDERSON NV 89052-2379-663



Mell this payment coupon along with a check or money order payable to: BANK OF AMERICA

MAPORTIANT IMPORMATION ABOUT THIS ACCOUNT	USE211 Rev. 04/08				
CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.(212 Monday-Thursday Sam-Spin (Eastern Time), Friday Bon-Spin (Eastern Time), and Saturday Sam-Spin (Eastern Time). For prompt service please have the merchant reference member(s) available for the charge(s) in quanton.					
PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR YOUR NAME:	PORM WITH YOUR PAYMENT. Choose only one dispute reason. Account Number:				
Transaction Date: Posting Date:	Reference Humber: Merchant Name:				
1. The art must of the charge was postered from 5 to 5 to 5 or any takes also was added incomedy. Enclaned is a copy of the sales slip that shows the count amount.	[] It is notified the merchant on				
3. I have a concinent the arrectionative that was an be thipped come co. 3. I have a concinent the arrectionative that was an be thipped come co. 4. I was invested a condit size that was not about on any account. 4. I was invested a condit size that was not about on any account. 5. Marchandite that was designed to see the serviced damaged antitor detection. I was read it on the serviced conditions are conditionable to the conditions of the serviced service and a service damaged antitor detection. I was read it on the service damaged antitor detection to was a standard to be the conditions of the service damaged antitor detection to the conditions.	Akhough I did cappe in the above statementum, I have consected the searchast for credit. The services to be provided on				
6. Although I did engage in the above measurion, I have constant the merchant, returned the specchandisc on the participation of the pa					
netwen. I you are unable to remain the interchandlet, please explain. 7. I couly that the change in question were a length remaintain, but was praced twice to any stationard. did not authorize the second grassmolors. Sale 41.5. Sale 42.5. Reference #	Billing rights are only preserved by written inquiry. To preserve your billing rights, please courts a copy of this form and any supporting information regarding the merchant charge in question to: Arts Billing Inquiries, D. Bas 1900,6 Williamghood, DE 1980-0006, USA. PLEASE KEEP THE OUGHNAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.				
"Grace Period" means the period of time during a billing cycle when you will not accree Periodic Raw Firance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Gash Advances. If you pay is full this statement? New Balance Total by its Payment Due Date and if you paid in full this statement? Pravious Balance in this statement? Closing Date on the Parchase portions of this statement? New Balance Total. During a 0% Pronocional Rate Offen 1) no Periodic Rate Finance Charges accroe on balances with the 0% Pronocional Rate; and 2) you must pay the Total Minimum Payment Due but (and swild any other "pronocional Minimum Payment Due by its Payment Due Date (and swild any other "pronocional Rate." "If a corresponding Antoul Percomage Rate in the Finance Charge Schedule on the front of this statement? New Balance Total by its Payment Due Date (and swild any other "pronocional Rate." "If a corresponding Antoul Percomage Rate in the Finance Charge Schedule on the front of this statement? New Balance Total by its Payment Due Date to those balances 1) the 0% Promotional Pane will expire at the end of the care billing cycle, and 2) you must pay this statement? New Balance Total by its Payment Due Date to avoid Periodic Rate Fransac Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement? New Balance Subject to Finance Charge for Balance Statement. Average Balance Method (including new Balance Transfers and new Cash Advances). We calculate apparent Balances Subject to Finance Charge for Balances Transfers or Cash Advances. We do this by: (1) adulating a daily balance for each day in this statement balling cycle (2) calculating a daily balance for each day prior to this statement's billing cycle (3) adding all the daily balances to gether transfers or Cash Advance with a transaction date prior to this statement's billing cycle that had a "Pre-Cycle balance, we take the beginning balance for each day prior to this st	To calculate the daily balance for each day in this statement's billing cycle, we take the beginning halance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Ralance shown on this statement was paid in full in this statement in little cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date. We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed. TOTAL PREMOTES FRATE PROADED CHAPMENT COMPUTATION Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate Finance Charges for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rule by 365. BEOM WE will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with promotional APR offers) being paid before any other existing balances. Payment Due Dates and Meaglag Your Account in Good Stamples plannees. Payment Due Dates each biling cycle and you must maintain your account balance below your Credit Limit each balance and should prepayment by Phone When using the optional Pro-Dy-Pho				
PAYMENTS. We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Exstern Time), 2) received at the address shown in the bonom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution of a U.S. dollar roncy order, and 4) sear in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise next the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments, may be delayed up to five days. No payment shall operate as an accord and	Address 2				
earisfaction without the prior written approval of one of our Senior Officers. We recover more neglected electronically by using the information found on you	Cary				
check. Each check sunhormes as to create a one-time electronic funds transfer for process as a check or paper draft). Funds may be withdrawn from your account as soon as the	st SmarteZip				
some day we receive wour payment. Checks are not returned to you. For more talorman	on Area Code &				
or to stop the electronic funds transfers, call us at the number fixed on the front. If you have authorized us to pay your credit card bill automatically from your savings.	Home Shore				
If you need assessment on to just your can stop the payment on any amount you think is wrong, stup the payment your letter must reach us at least three business days before the automat payment is screekised to occur.	10 Area Code &				

Bank of America

Prepared for:

RANDY W FORTUNATO

February 2009 Statement

Credit Line: Cash or Credit Available: \$5,000.00 \$287,38

Appoint Number: 5490 3304 7869 4182

Finante Charge Schedule

Category Balance Transfers

Cash Advances

Offer BLBY-560XN

Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
	0.027370% V	9.99%	\$	
BT. CB. DB	0.00000096	0.00%	P	
2 ., 2,	0.054767% V	19.99%	S	
	0.027370% V	9.99%	S	

Purchases Annual Percentage Rate for this Billing Period:

106.54%

(includes Min mum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the

Corresponding APR above.)

APR Type Def citions: Promotional Transaction Types: BT = Salance Transfer, CS = Check treated as Salance Transfer, DS = Direct Deposit treated as Salance Transfer, Dsly Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time or eligible transactions)

0.027370% V

Bank of America

New Balance Total

RANDY W FORTUNATO

Account Number: 5490 3304 7869 4162

March 2009 Statement

Credit Line: sh or Credit Available: \$5,000,00 £233.86

\$ 48.00

Account leformation		
Summary of Transactions		
Previous Balance		\$4,712.64
Payments and Credits	-	\$48.00
Purchases and Adjustments	+	\$0.00
Minimum Finance Charges	+	\$1,50
Transaction Fac Finance Charges	+	\$0,00
New Relance Total		\$4,666.14

Billing Cycle and Payment Information Days in Billing Cycle Closing Date 03/11/09 04/04/09 Payment Due Date \$48.00 **Current Payment Day** \$0.00 Past Due Amount Total Minimum

Customer Service:	
For Information on Your Aco	ount Visit:
www.bardcolumerica.com	
Çal toll-free 1-800-789-668	5
TDD hearing-impaired 1-800	-346-3178
Med Payments to:	
BANK OF AMERICA	
P.O. BOX 851001	
DALLAS, TX 75265-1001	
Mel Billing Inquiries to:	
BANK OF AMERICA	
P.O. BOX 15026	
WILMINGTON, DE 19850-51	020

divine view			terni	and the same of th		in ac
Payments and Credits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
PAYMENT		02/23				48,00 CR

Payment Due

Arper authologination About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO LISE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

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TAX TIME IS HERE! CALL 1-866-491-1142 FOR DELIVERY OF THE 2008 YEAR-END SUMMARY WITHIN 4 BUSINESS DAYS FOR ONLY \$19.95.

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A In all Figure School	2 40 C 10 10 10 10 10 10 10 10 10 10 10 10 10				
Category	Promotional Transaction Types	Deily Periodic Rate	Corresponding Annual Percentage Pate	APR Type	Balance Subject to Finance Charge
Belance Transfers Offer BLBV-66DXN Cash Advances	8T, C8, 09	0.027370% V 0.000000% 0.054767% V 0.027370% V	9.89% 0.00% 19.89% 9.89%	\$ P \$	
Purchases	Rising Period:				1144,20%

Annual Percentage Rate for this Billing Period:

(Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the

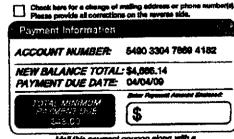
Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for ilmited time on cligible transactions)

0046661400004800000048000005490330478694182 30

BANK OF AMERICA P.O. BOX 851001 DALLAS, TX 75285-1001

RANDY W FORTUNATO 2166 SUNSET VISTA AVE HENDERSON NV 89052-2379-663



Mell this payment coupon along with a chack or money order payable to: BANK OF AMERICA

IMPORTANT INFORMATION ABOUT THIS ACCOUNT	USE211 Rev. 04/08
CUSTOMER STATEMENT OF DESPUTED (TEM - Please call tell free 1.866.26 Time) and Saturday Sam-Sput (Eastern Time). For prompt service please have the m	6.0212 Monday-Thursday Sam-Sym (Eastern Time), Friday Sam-Sym (Eastern seehout reference number); suchiable for the charge(s) in quantities.
PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAKE TOOK LETTER ON	FORM WITH YOUR PAYMENT. Change only one dispute reason. Account Number:
Your Name: Posting Date: Posting Date: Disposed Amount S: Disposed Amount S:	Reference Number:
1. The amount of the charge was increased from \$ to \$ are any order	(ASANDOYY) to cancel the procedured order (neutration). Plant date concelled in F and if available, suches a copy of your contract and a copy of your telephone half aboving done and time of cancellation, Ressum for cancellation is:
sign was added decorrectly, bendunt as a copy or our mass say may do not use to our may card, nor 2. I certify start the change listed above was not made by not or a person authorized by one to our may card, nor were the goods or services separatured by the transaction accessed by rac or a person authorized by the. 3. I have not recovered the mechanishe that work to be thispard to rac on	Although I did coupes in the above transaction, I have constrained the merchant for credit. The services to be provided on
4. I mai in cord a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The me views has up as 30 days to credit your account.	10.1 coulty that I do not recognite the strangers. Amounts does provide explanation and the strangers of the
The microsest that upon an days to receive your action deficient, I recurred it on. 5. Mexiconduct that was disposed to me has arrived downess and/or deficient, I recurred it on. 6. MAXIOTY 1 and wheel the mexicon to credit my account. Associate least describing bow the exerchandise was damaged and/or deficient and a copy of the proof of return.	12. If your dispute is for a different states, planer contact on at the above religitorie number.
Tow the conclusion was demand and/or defensive and a copy of the proof of manus.	Signature (required): Date:
6. Although it did course in the above parametries, I have corrected the supreless, reserved the specialistics of the course of the specialistic or it was suprelessing the charge of the course of the proof of course. If you are supreless or the specialistic or it was suprelessing the charge with a copy of the proof of course. If you are supreless or reason the murchandles, please explain.	Best contact telephone & Homel:
recorns. If you are unclude to remain the microbiotible, please exploit. 7.1 carries that the charge in question was a single transaction, but was posted revice to my statement. 1 and not authorize the microbiotic characters. Sale #1.3. Reference #	Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Asset Billing Inquiries, P.O., Best 19826, Wilmington, DE 19839-5026, USA.
Sale (2.5 Reference #	PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT. To calculate the daily balance for each day in this statement's billing cycle, we take the
GRACE PRINCIP "Grace Period" means the puriod of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or betwices. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this sustement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that begon the day after this statement's Closing Dute on the Parchase portions of this statement's New Balance Total. During a ("A Promotional Rate Office 1) no Periodic Rate Finance Chargen accure on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Dute (and avoid any other "promotion transoff evers" as defined in your Credit Card Agraement) to maintain the 0% Promotional Rate. "If a corresponding Annual Percentage Rate in the Finance Classee Schedule on the front of this statement contains a """ symbol, than with respect to those balance: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pury this statement's New Balance Total by its Payment Due Dute to avoid Periodic Rate Fusion: Charges statement's New Balance Total by its Payment Due Due to avoid Periodic Rate Fusion: Charges	heginning halance, add an amount equal to the applicable Dairy Personar Runs manupated by any previous day's dairy balance, add now Porchaese, new Account Ress, and sew Tenseaction Fees, and submart applicable payments and credies. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this scatternent was paid in fall in this scatternent's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchaese, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date. We include the costs for the credit card debt cancellation plan or credit insucance purchased disough us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are balent. TOTAL PURCHAE PRINCE PLAYS PREADOR CHARGE COMPUTATION Periodic Rate Husance Changes accurs and are compounded on a daily basis. To determine the Periodic Rate Husance Changes accurs and are compounded on the billing cycle for the prior that the provider of the payment
statements are believed the O% Promotional Rate Offer on those balances existing as of the Closing Date of this seriement.	C
CALCULATION OF BALANCES SUBJECT TO FRANCE CHARGE	description and resource was framed and the state of the
Average Balance Method (including new Balance Transfers and new Cash Advances). We calculate acparate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We chis by: (1) advancing a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "ProCycle halance" a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle; bar with a posting date within this statement's billing cycle; (3) adding all the daily balances sugether; and (4) dividing the sum of the daily balance by the number of days in this statement's billing cycle. To calcula a the daily balance for each day it his statement's billing cycle, we take the previous day's daily balance, add new Balance Transfers, new Cash Advances and and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. To calcular a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable noisty to Pre-Cycle balances (which	We will allocate your payments at the manner we determine. In most instances, we will allocate your payments to belances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR often) being paid before any other existing balances. Preparent these Dutine and Kooping Your Account in Good Standing Your Payment Due Date will not fail on the same day such month, in order to help maintain any promotional meet, so avoid the impositions of Default Rates (if applicable), to avoid lare fees, and in avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Creft Limit each day. Important Information about Payments by Phorne When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the binancial institution you designate. You must authorize the payment from your account at the binancial institution you designate. You must authorize the payment from your account at the financial institution you designate. You must authorize the
Cycle belance, we take the beginning quanter autostate the layer of the state of the first Par-Cycle belance), and an amount equal to the applicable Doily Periodic Rate multiplied by the previous day's daily belance, and add only the applicable Pre-Cycle belances, and their related Transaction Fees. We exclude from this calculation all cransactions posted in previous billing cycles. Average Doily Belance Method furthelding new Purchases): We calculate separate Belances Subject to First noe Charge for Purchases and for each Promotional Offer belance consisting of Purchases. We do this by: (1) calculating a daily belance for each day in the billing cycles (2)	payment from your account at the entants are posteriors, we will ask for security information. A fee may apply. To cancel, call us before the acheduled payment date. Some-day payments cannot be edited or canceled. **MECEL ASSESSE** For the complete sense and conditions of your account, consult your Credit Card Agreement, FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

SHOPECT OF THE CARRIES FOR PRINCIPLES SING FOR EACH PRODUCED OF THE DESIGN CONSISTING PRINCIPLES. We do this by: (1) calculating a delity balance for each day in the billing cycle; (2) adding all the delity balances sugerifier; and (3) dividing the sum of the delity balances by the number of days in the billing cycle.

PAYMETER'S:

We credit payments as of the date sectived, if the payment is 1) received by 5 p.m.

(Fastern Time), 2) received at the address shown in the hottom left-hand corner of the fernat of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial matitudion or a U.S. dollar ranney order, and 4) sent is the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Dute, but that otherwise meet the above requirements, will be credited as of the acar day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned in you. For more information or to stop the electronic funds transfers, call us at the number based on the from.

If you have authorized us to pay your credit card hill automatically from your savings or

If you have authorized us to pay your credit card hill automatically from your savings or checking account with us, you can stop the payment on any amount you think in wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is screeduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all

Address 1	
Address 2	
Ciry _	
Scare	Zip
Area Code & Home Phone	
Area Code & Work Phone	

Bankof America

Account Mumber: 5490 3304 7889 4182

April 2009 Statement
Credit Line: \$5,000.00
Cash or Credit Available: \$380.30

Assaugh Aformation		
Summary of Transactions		
Previous Balance Payments and Gredits	-	\$4,686.14 \$48.00
Purchases and Adjustments	+	\$0.00
Minimum Finance Charges	+	\$1.50
Transaction Fee Finance Charges	+	\$0.00
New Release Total		\$4,619.84

Billing Cycle and Payment Information
Days in Billing Cycle
Closing Date

O4/09/09

Payment Due Date
Current Payment Due
Past Due Amount

Total Minimum

Customer Service
For Information on Your Account Visit:
www.benkofemerice.com
Cell toll-tree 1-800-789-6685
TDD hearing-impaired 1-900-346-3178
Mail Payments ic:
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P.O. BOX 851001
DALLAS, TX 75265-1001
Mail Billing inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILLIAMSTON, DE 19850-5026

A STORE						
	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount 48,00 CR
Payments and Credits PAYMENT - THANK YOU		03/23				48,00 CR

Payment Due

All hardemation About Your Account

PAY YOUR BILL CURCKLY WITH THE PAY BY PHONE SERVICE. CALL 1.868.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

YOU'VE BEEN ISSUED A CUSTOMER THANK-YOU. GO TO WWW.MYBONUSCENTER.COM/44627 FOR DETAILS AND TO MAKE YOUR SELECTIONS, ACT NOW BEFORE IT EXPIRES ON JUNE 5, 2009.

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HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

A Schedule	At the second second		2.5		
Category	Promotional Transaction Types	Daily Periodic Rate	Conseponding Annual Parcentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.025315% V	9.24%	S	
Offer BLBV-56DXN	BT, CB, DB	0.00000096	0.00%	P	
	5., 55, 55	0.052712% V	19.24%	8	
Cash Advances		0.025315% V	9.24%	S	
Purchases		40000010101			
Annual Percentage Rate for this	Billing Period:				599.34%

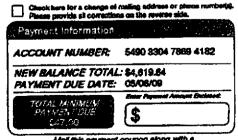
Annual Percentage Rate for this Billing Period: (Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Salance Transfer, DB = Direct Deposit treated as Salance Transfer, Delty Interest Rate Type: V= Veriable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

10 004619640000470000048000005490330478694182

BANK OF AMERICA P.O. BOX 851001 DALLAS, TX 75285-1001

RANDY W FORTUNATO 2166 SUNSET VISTA AVE HENDERSON NV 89052-2379-683



Meil this payment coupon along with a chack or money order paymble to: BANK OF AMERICA

INSPORTANT INFORMATION ABOUT THIS ACCOUNT	USE211 Rev. 04/08
OUSTONISM STATEMENT OF DESCRIPTION ITEM - Please call tell free 1.866.260 Time) and Saturday Rom-Spin (Eastern Time). For prompt service please have the me	1212 Monday-Thunday Bam-9pm (Eastern Time), Friday Bam-7pm (Eastern
Time) and Saturday East-Spin (Eastern Time). For prompt service place have the me PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR I	FORM WITH YOUR PATAGOT.
Transaction Date Posting Date:	Reference Number:
Amount 5: Dispeted Amount 5:	Marchaet Name:
1. The account of the change was increased from \$	2. I medial the spectant on (AAACD/VI) to cancel the pre-ambusized code: [conversion]. Plant only executation if and if available, enders a copy of your contract and a copy of your telephone bill alrewing date and then of cancellation. Reason for cancellation I cancellation 5:
2. I certify that the charge hand above was the matter of the certain authorized by the certain authorized by the	
3. I have not received the executantine that was to be shipped more on// [AMA/OD/YY]. I have asked the executant to cook my account.	9. Although I did engage in the above transaction, I have contacted the menchant for credit. The services to be provided on
A Liver in the control of the contro	10. 1 It is a service de monercies. Montena como principa piedene problem neces por deir
The cue visual into up to 30 days to confix your account. 5. Mendysocian that was shipped to one has acrived dismaged and/or defactive. I returned it on	th a county of the billing statement. Please memor to contact the metabase for information. 11. If your dispute is for a different reason, please contact us at the above telephone controler.
5. Menthandine that was shaped to one has acrived demaged audior defactive. I returned it on 5. Menthandine that was shaped to one has acrived demaged audior defactive any account. Attach a lower describing for the nerchandine was demaged audior defactive and a copy of the groot of actum.	Signature (required): Date:
6. A Manual classes in the above measurine, I have concepted the meachant, returned the speachandist concept of the speachandist concept of the speachandist concept of the speachand of the spea	Best connect relaphone & Home#:
manufacture. Attach a least explaining why you are disposing this charge with a copy of the penal of	Palling rights are only preserved by writers inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question on Ann. Billing Inquiries, EO. Her. 15036, Wilmington, DE. 19650-5026, USA.
7.1 constry that the charge in quantum was a single attention, het was posted reviewed suprature st. 1.2 constry that the charge in quantum was a single attention, het was posted reviewed suprature st. 1.3 constry that the charge in quantum was a single attention, het was posted reviewed suprature st. 1.4 constry that the charge in quantum was a single attention, het was posted reviewed suprature st. 1.5 constry that the charge in quantum was a single attention, het was posted reviewed suprature st. 1.6 construction of the charge in quantum was a single attention, het was posted reviewed suprature st. 1.5 construction of the charge in quantum was a single attention. 1.6 construction of the charge in quantum was a single attention. 1.6 construction of the charge in quantum was a single attention. 1.6 construction of the charge in quantum was a single attention. 1.6 construction of the charge in quantum was a single attention. 1.6 construction of the charge in quantum was a single attention. 1.6 construction of the charge in quantum was a single attention. 1.6 construction of the charge in quantum was a single attention. 1.7 construction of the charge in quantum was a single attention of the charge in quantum was a single attention. 1.7 construction of the charge in quantum was a single attention of the charge in quantum was a single attention. 1.7 construction of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum was a single attention of the charge in quantum	Attac Billing Inquiries, EO. Bex 15036, Wilmington, DE 19650-5026, USA.
Sale #2.5 Reference #	PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT
GRACE PERIOD	To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the
"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for	manipus Analysis delike helenge and gour Prophetes, new Account from 200 new 102000000 1005
	and subcract applicable payments and credits. If any clarity balance is less than zero we treat it as 2000. If the Previous Balance shown on this statement was paid in full in this statement's hilling
Littue make then you will have a Grace Period during the billing cycle that becan the day after	cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Feen, and new Transaction Fees which powed on or before that
this statement's Coung Date on the Purchase portions of this statement's New Balance Total. During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accous on	payment in full date, and we do not add new Purchases, new Account rees, or new transaction
balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment. Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in	Fees which post after that payment in full date. We include the count for the credit cand debr cancellation plan or credit insurance purchased
Carli Assessment to making the D'is Y100000000 KEE.	through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.
"I a corresponding Arman rescurage rate in the remark charge schedule of the down	THE PROPERTY OF THE PERSON OF
	Periodic Rate Finance Charges accross and are compounded on a daily basis. To determine the Besindic Rate Finance Charges we multiply each Relaters Solvier to Finance Charge by its
after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing	the Periodic Rane France Changes, we readingly each Relance Subject to France Change by its applicable Daily Periodic Rate and that reads by the number of days in the billing cycle. To desermine the untal Periodic Rate France Change for the billing cycle, we add the Periodic Rate
Dute of this statement. CALCULATION OF BALLANCES SUBJECT TO FEMALOR CHARGE	Finance Charges ingelier, Each Daily Periodic Rate is calculated by dividing its corresponding
A B show Market for bullow new Polance Transfers and new Cash Advances:	Annual Percentage Rate by 365.
We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cosh Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cosh Advances. We	HOW WE ALLOCATE YOUR PROVIDENTS We will allocate your payments in the manner we determine. In most instances, we will
do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day polor on this statement's billing cycle that had a "Pro-	allocate your payments to beliance (inchoing transactions trace after the statement with lower APRs. This will result in balances with lower APRs (such as
CI. L. L	new balances with promotivated APR collers) being paid before any other existing halances.
core prior to d is statement's billing cycle last with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) diwiding the sum of the daily balances by the number of days in this statement's billing cycle.	Payment Due Dates and Keeping Your Account in Good Standing Your Payment Due Date will not fall on the same day each month. In order to help maintain
the marrier of dres in this sustainen's billing cycle. To calculate the daily belience for each day in this sustainen's billing cycle, we take the	any pronoctional rares, to avoid the imposition of Default Rates (if applicable), so avoid late for and to avoid overlimic face, we must eccrive at least the Total Minimuon Payment Due by its
the interest of the contract o	Payment Due Dane each billing cycle and you must maintain your account balance below your
previous day's daily balance, add new Balance Transfers, new Cash Advances and and Transaction Pres, and subtract applicable payments and credits. If any daily balance is less than	Credit Limit such day. Important Information about Payments by Phone
	William and the continued Date but Phone sensine was sufferned as in the 200 and COLUMN
To calculate a dealy balance for each day prior to this statement's billing cycle that had a Pre- Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which	payment from your account at the financial instruction you designate. Too must account to the
will be zero or the manaction that of the first Pro-Cycle balance, and an amount expan so the	A fee may apply. To cancel, call us before the scheduled payment time, matter any payments
- Early D. Carle halones and their mineral immencions (1995, WESTLAND ITOM 1996)	carrent be edited or cantiled.
calculation all transactions posted in previous billing cycles. Average Easly Belance Method (including new Purchases): We calculate separate Belances	For the complete terms and conditions of your account, consult your Credit Card
Subject to Finance Charge for Purchases and for each reomotions Over transfer contacting of	Por the composes terms and constants of the Amelian Services, N.A. This account is issued and administered by FIA Card Services, N.A.
abling all the their helences more than and (3) dividing the sort on the saint passaces by the	and administration of a second or the second of the second
number of days in the billing cycle.	
PAYSIENTS	to the section has absenced on if your
P	If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all
We credit payments as or the address shown in the bondom left-hand corner of the from (Fastern Time), 2) encrised at the address shown in the bondom left-hand corner of the from of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution of	r corrections hard.
of this statement, 3) paid with a circum entire to 0.5 cours of vivil only the bottom 2 U.S. dollar money order, and 4) sent in the enclosed setum envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day portion of this statement accompanying it. Payments received after 5 p.m. on any day to the payments will be	Address 1
credited as of the next day. We will reject payments that are not drawn in Cost country and	Address 2
other payments may be delayed up to live days. No payment shall operate as an account and	
other payments thay be charged up in the superval of one of our Senior Officers. Satisfaction without the prior written approval of one of our Senior Officers. We process smost payment checks electronically by using the information found on your process.	City
check. Each check authorizes as to create a one-time executive mans account as soon as the	State Zip
	on. Area Code &:
or to stop the electronic founds transfers, call us at the number listed on the front.	Home Phone

Home Phone Area Code & Work Phone

if you have suchorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Fracered 101:

RANDY W FORTUNATO

Account Number: 5490 3304 7869 4182

May 2009 Statement

Creat Line: Cash or Creat Available: \$5,000.00 \$425.86

Bank of America

Appoint Intermetion			
Summary of Transactions Previous Balance Payments and Credits Purchases and Adjustments + Minimum Finance Charges + Transaction Fee Finance Charges +	\$4,619.64 \$47.00 \$0.00 \$1.50 \$0.00	Billing Cycle and Paymo Days in Billing Cycle Closing Date Payment Due Date Current Payment Due Paul Due Amount	32 05/11/09 05/04/09 \$47.00 + \$0.00
New Balance Total	\$4,574.14	Total Minimum	\$4.190

Castarner Gerzies
For intermetion on Your Account heat:
www.benkufemerice.com
Call toll-free 1-805-769-6685
TDD hearing-impaired 1-800-348-3178
Ass. Fangiesis to:
BANK OF AMERICA
P.O. 90X 851001
DALLAS, TX 75265-1001
Man Swarg scique et sc:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5028

Transactions						
· Transcottons	Promotional	Posting	Transaction	Reference	Account	A
Payments and Credits	Offer ID	Date	Date	Number	Number	Amount 47.00 CR
PAYMENT - THANK YOU		04/18				

elimportant into matter About Your Account.

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Prinance Charge Schodule	Fromotional Transaction Types	Cany Ferionic Falls	Conceptions Annual Fercentage final	AFA Type	Baiance Subject to Finance Charge
Category Balance Transfers Otter BLBV-56DXN	8T, CB, DB	0.025315% V 0.000000% 0.052712% V	9.24% 0.00% 19.24%	S P S	
Cash Advances Purchases		0.025315% V	9.24%	8	

Annual Percentage Rate for this Billing Period:

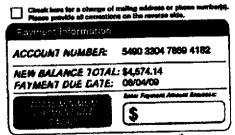
(Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the

APR Type Definitions: Promotional Transaction Types: BT ... Belance Transfer, CB ... Check treated as Belance Transfer, DB ... Check Deposit treated as Belance Transfer, DB ... Check DB ... Chec (imited time un eligible transactions)

00457414000047000004700000547033047&6941&2 10

BANK OF AMERICA P.O. BOX 851001 DALLAS, TX 75285-1001

RANDY W FORTUNATO 2166 SUNSET VISTA AVE **HENDERSON NV 89052-2379**



Mai the payment coupon along with a check or money order payable to: BANK OF AMERICA

Page 1 of 2

REPORTERET INFORMATION ABOUT THIS ACCOUNT	USE211 Flex. 04/08
CUSTOMER STATEMENT OF DESPLOYED STAME — Please call tall free 1.866.26 Time) and Saturday Sam-Spm (Eastern Time). For prompt service please base the m	6.02.12 Menday-Thurnday Ram-Spin (Eastern Time), Friday Sam-Tpin (Eastern technist reference number(s) available for the charge(s) in question.
Time) and Saturday Sam-ophi (Campin 1996). For prompt served place the process of	FORM WITH YOUR PAYMENT. Choose only one dispute reason
Your Name	Accuses Number:
Transaction Dote: Posting Date:	Marchan Name
1. The annual of the charge was paramed from 5 to 5 to 5 or my sales	\$ 1 united the number to
2.1 config that the charge hand above was not made by me or a power ambarized by me to one my cord, nor wore the grade or a review, separation by the transaction received by me or a parties authorized by me. 1.1 have not approach the standardise than was to be shipped to rece up//	أر يعنون من المراجع والمراجع
have admit the machine to credit thy account. A count of my credit dip mentioned to credit the machined.	Although I del capate in the month of the control of wore treatable corp. After a lever describing the grains expand, your annuals to mother with the mexicant and a copy of your contract. To be prefer that it does recognise the transaction, Mexicant often populate highway numbers next to their
The orientisms has up to 10 days no credit your account. 5. Merchandise that was slaped so are has served demanded andfer defective. I secured it on how the marchandise was demanded and the property account. Anoth I learn describing how the marchandise was demanded and/or defective and a copy of the proof of season.	10. I confly that I do not exceptive the transaction. Merchants often provide adoptions caracters next to their terms on your billing attention. 11. If your dispute is for a different nearon, places caracters as at the above telephone manufact.
how the nunclearable was distinged author defeater, and a copy of the proof of atoms. 6. Although I did copyer in the above transpoint, I have constanted the resorbant, enterted the previously.	Signature (requirectle: Date: Best constant telephone & Housest:
6. Although I did captur in the above treatments, I have constant the mortises, reserved the questionalise on, (Although I did captur in the above treatments of the control of the contro	Billing rights are only pennerved by written inquiry. To penerve your billing rights, phone steam a carry of this form and any supporting information regarding the enerchant charge in question to: Ann: Hilling Inquiries, ED. Bon. 19006, Wilmington, DE 19830-5026, USA.
erran. It you are taken to sense our neuroname, percentain, but was pound owire to my seasons. 1. Journal of the change in question was a single researchine, but was pound owire to my seasons. 1. July and supplied the second generation. Sale #1.5	PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMEN
"Grace Period" means she period of time during a billing cycle when you will not accree Periodic Rate Firstone Charges on cermin transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Due and if you paid in full this statement's Periodic Balance in this statement's hilling cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Carsing Due on the Parchaste portions of this statement's New Balance Total. During a 0% Promotional Rase Office 11 no Periodic Rate Finance Charges accrac on telasters with the 0% Promotional Rase, and 2) you must pay the Total Minnam Payment Due by its Payment Due Date (and avoid any other "prunction total-off event" as defined in your Credic Card Agreement) to maintain the 0% Promotional Rase. "If a corresponding Annual Percentage Rate in the Fisance Charge Schedule on the front of this statement constrint a """ symbol, then with respect to those balances: 1) the 0% Promotional Rase. "If a corresponding Annual Percentage Rate in the Fisance Charge Schedule on the front of this statement constrint a """ symbol, then with respect to those balances: 1) the 0% Promotional Rase. "If a corresponding Annual Percentage Rate Date to sold Periodic Rase Fisance Charges after the end of the 0% Promotional Rase. The Date to sold Periodic Rase Fisance Charges after the end of the 0% Promotional Rase. The Payment Due Date to sold Periodic Rase Fisance Charges after the end of the 0% Promotional Rase. Offer on those balances enisting as of the Closing Date of this statement. Method (including new Balance Transfers and new Cash Advances.) We endoulare separate Balances Subject to Fisance Transfer and new Cash Advances. We do this by 10 calculate to the statement's billing cycle to the statement's billing cycle that that a "Pre-Cycle balance" a Pre-Cycle balance is a Rabance Franch day in this statement's billing cycle that that a transac	application: Daily remotes the first frame Charge for the billing cycle, we add the Periodic Runs Finance Charges in order. Each Daily Periodic Runs is calculated by dividing its corresponding Annual Percentage Rate by 365. HOW WE ALLOCATE VOLES PRESENTES We will allocate your payments in the manuar we determine. In most instances, we will allocate your payments to behaves (including transactions made after this statement) with low APRs before bulances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offices) being paid before any other costing balances. Payment Due Date until Kouping Your Assessmit in Good Standing Your Payment Due Date will not full on the same day each month, in order to help maints any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid har for and to avoid overfirint fees, we must receive at least the Total Minimum Payment Due by in Payment Due Date each billing cycle and you must maintain your account balance below your Credic Limit each day. Important Information about Payment by Phone
PAYMENTS We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) seceived at the address shown in the busion left-hand corner of the first of this samement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution of this samement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution portion of this samement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord at satisfaction without the prior written approval of one of our Senior Officers.	Address 1 Address 2 ad City
We process most payment checks decurrency by doing the factor funds transfer (or process check. Each check authorizes us to create a one-time electronic funds transfer (or process check. Each check authorizes us to create a process on the control of the control	State49
as a check of paper usual. Frances. Checks are not returned so you. For more informed on to stop the electronic hands transfer, call us at the number listed on the front. or to stop the electronic hands transfer, call us at the number listed on the front.	Home Phone

Area Code & Work Phone

if you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think it swong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Fracared tor:

RANDY W FORTUNATO

Account Number: 5490 3304 7869 4182

June 2009 Statement

Clean Line:

Cash or Creat Available:

\$5,000.00 \$471.36



Customer Service
For intermetion on Your Account her:
www.bentofamerica.com Call tol-free 1-800-789-6665 TDD hearing-impaired 1-800-346-3178
Ma. Feynants IX: BANK OF AMERICA
P.O. BOX 851001 DALLAS, TX 75285-1001 Man Swing Inquiries Iox
BANK OF AMERICA P.O. BOX 15026
WILMINGTON, DE 19850-5026

New Balance Total		\$4,528.64
Transaction Fee Finance Charge	25 ÷	\$0.00
Minimum Finance Charges	+	\$1.50
Purchases and Adjustments	+	\$0.00
Payments and Credits	-	\$47.00
Previous Balance		\$4,574.14
Summary of Transactions		
Account Information		

Billing Cycle and Peyment Information Days in Billing Cycle 06/09/09 Closing Date 07/05/09 Payment Due Date \$46,00 **Current Payment Due** \$0.00 Past Due Amount Total Minimum Payment Due

Trensactions	Promotional	Posting	Transaction	Reference	Account	,, ,
Payments and Credits PAYMENT - THANK YOU	Offer ID	Date 05/26	Date 06/25	Number	Number	Amount 47.00 CR

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Calagory	Frametional Transaction Types	Gany Feliooic Fiale	Corresponding Annual Fercentage Fiste	AFA Type	Barance Subject to Finance Charge
Balance Transfere Offer BLBV-56DXN Cash Advances Purchases	BT, CB, DB	0.025315% V 0.000000% 0.052712% V 0.025315% V	9,24% 0,00% 19,24% 9,24%	\$ P 8 \$	

Annual Percentage Rate for this Billing Period: (Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the

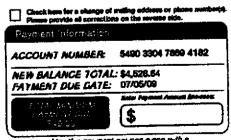
Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT ... Balance Transfer, CB ... Check treated as Balance Transfer, DB ... Direct Deposit treated as Balance Transfer; Daily Interest Rate Type: V. Variable Rate (Interest Rate may vary); APR Type: S. Standard APR (APR normally in effect), P... Promotional APR (APR for limited time on eligible transactions)

0045286400004600000047000005490330478694382 10

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RANDY W FORTUNATO 2166 SUNSET VISTA AVE **HENDERSON NV 89052-2379**



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AMPORTUNIT INFORMATION ABOUT THIS ACCOUNT	USE211 Rev. 04/08
CUSTOMER SECTEMENT OF DESPETED ITEM - Please call toll free 1.366.266	, , , , , , , , , , , , , , , , , , ,
PLEASE DO NOT ALTIER WORDING ON THES FORM AND DO NOT MAKE TO UK LET HER ON A	ORM WITH YOUR PAYMENT. Chouse only one dispute season. Account Number:
Your Name: Posting Date: Posting Date:	Reference Number:
Amount S:	1. I modified the venchane co
2.) costily that the charge hand above was not made by me or a person authorized by one to me my cost, nor waver for goods or savera expressional by the waspection memority to no or a person authorized by me. 2. I have not received the membrane to ender say account. 3. I have not apply the membrane to orate say account. 4. I was insect a qualit slip that was not shown on my savenesse. A copy of my could dip is enclosed. The membrane has up to 30 days to could your account. A copy of my could dip is enclosed. 5. Membranelize that was thingset to one has naived damaged analot defective. I returned it on (MEMDDYY) and acked the steedment to creft my account. Anatha better denothing how the membrane was damaged analot defective and a copy of the proof of resum. 6. Abbraga's lide engage in the above membrane contacted the membrane, returned the membrane on (MEMDDYYY) and expressed a copy of the proof of resum. 6. Abbraga's lide engage in the above membrane contacted the membrane, returned the membrane on (MEMDDYYY) and expressed a cortic. I either did not return the special or it was unaniformer. A later was believed that the membrane on (MEMDDYYY) and expressed a cortic. I either did not resume this proof or it was unaniformer. A later was believed to extend the membrane on (MEMDDYYY) and expressed a cortic. I either did not not receive this proof of the proof of resum.	9. Although it did engage in the above unassertion. It have contracted the mendature for credit. The services to be provided on
return. If you are smaller to remain the store himidine, pleater explain. [1] The county that the charge in operation was a single transaction, but was prosted revice to my summers. [1] I do not authorise the necessal transaction. Sale #1.5 [2] Reference #	Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information superview the stanchast charge in question on Attan Billing Inquiries, EO. Box 15006, Wilmington, DE 3980-5026, USA. PLEASE REPP THE CRUCINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.
Periodic Rate France Charges on certain crassactions or balance. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Travious Balance in this statement's	To calculate the draily balance for each day in this summeren's billing cycle, we take the beginning balance, add are amount equal to the applicable Dualy Periodic Rate multiplied by the previous day's daily balance, add now Parchanen, new Account Fees, and sew Tiansaction Fees, and multicat applicable payments and coolins. If any daily balance is less then zero we treat it as zero. If the Previous Balance shows on this summeren was paid in full in this sustements balling cycle, then on the day after that payment in full day, we exclude from the beginning balance new Punchases, new Account Fees, and new Tiansaction Fees which posted on or before that payment in full date, We include the costs for the credit card debt cancellation plan or credit insurance purchased through as in calculating the beginning balance for the finst day of the billing cycle after the billing cycle in which such costs are billed. **TOTAL PURCHASE PROFILE PROFILE COMMERCE COMPUTIONISM** Periodic Rate Finance Charges accuse and are compounded on a daily basis. To determine the Periodic Rate Finance Charges and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charges for the billing cycle, we add the Periodic Rate profile Rate Finance Charges for the billing cycle, we add the Periodic Rates by 365. **HOW WILL ALLOCATE YOUR PROFILE RESIDENTS** **HOW BY PROFILE PROFILE RESIDENTS** **HOW BY PROFILE PROFILE RESIDENTS** **HOW BY PROFILE RESIDENTS** **HOW BY PROFILE RESIDENTS** **HOW BY PR
PAYMENTS We credic payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 1) received at the address shown in the borroom left-hand comer of the from of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution of a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the borroom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise ment the above requirement, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and other payments may be delayed up to five days. No payment shall operate as an accord and	Address 2
satisfaction without the prior written approval or one of this sensor Orinzas. We process must payment checks electronically by using the information found on you we process must payment on the control of the contro	ur Lay
as a check or paper draft). Funds may be windrawn from your account as soon information.	
or to stop the electronic funds transfers, call us at the furnior meet on the rotat. If you have authorized us to pay your cradic card ball amountainally from your savings are not the payment on any amount wan think is wound.	or Home Phone To Area Code &:
stop the payment your letter must reach us at least three business days before the automost payment is acheduled to occur.	43 600 10 2 40000000

Freçaiso ioi:

RANDY W FORTUNATO

Account Number: 5490 3304 7889 4182

Account Information
Summary of Transactions
Previous Balance

Purchases and Adjustments

Periodic Rate Finance Charges

Transaction Fee Finance Charges +

Payments and Credits

New Balance Total

July 2009 Statement

Creat Line: Cash or Creat Available:

\$4,528,64

20.00

00.062

\$95,73

\$0.00

\$4,603,37

\$5,000.00 \$390.63 Bankef America

	•	
Billing Cycle and Payme	nt Info	rnetion
Days in Billing Cycle Closing Date		91 07/1 0/09
Payment Due Date Current Payment Due		08/09/09 \$120.00
Past Due Amount	+	\$46.00
Total Minimum		

Customer Service
For information on Your Account had:
www.bankofamerica.com Call toll-free 1-800-789-6685
TDD hearing-impaired 1-800-348-3178
Mai Fayments to:
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DALLAS, TX 75285-1001
Alth Burng Inquires IC:
BANK OF AMERICA P.O. BOX 15026
WILMINGTON, DE 19860-6028

Tyansactions						
	Promotional	Posting	Transaction	Reference	Account	
Purchases and Adjustments	Offer ID	Date	Cete	Number	Number	Amount
LATE FEE FOR PAYMENT DUE 07/05		07/06	07/06	4528		39.00

Payment Due

Important information Apost Your Account

YOUR PAYMENT WAS NOT RECEIVED BY THE DUE DATE. TO AVOID FUTURE FEES OR RATE INCREASES, PLEASE MAKE YOUR PAYMENTS ON TIME AND REMAIN UNDER YOUR CREDIT LIMIT, REMEMBER, IF TWICE IN 12 MONTHS YOUR PAYMENT IS RECEIVED AFTER THE DUE DATE AND/OR YOUR CREDIT LIMIT IS EXCEEDED, YOUR APR MAY INCREASE.

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PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.988.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

Calagory	Fiornalional Transaction Types	Carry Ferrooic Fills	Corresponding Annual Farcentage Falls	AFFi Typs	Balance Subject to Finance Charge
Balance Transfers		0.026315% V	9.24%	S	\$4,536.21
Cook Advances		0.052712% V	18.24%	8	\$0.00
Purchases		0.025316% V	9.2496	s	\$15.22
Annual Percentage Rate for this Bi	ling Period:				9,239

the Consponding APR above.)

APR Type Definitions: Delly Interest Rate Type: V... Varieble Rate (interest Rate may vary); APR Type: S... Standard APR (APR normally in effect)

10 0046033700016600000047000005490330478694182

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EMPORIDATE REPORMENT OF DISPUTED ITEM - Please call toll free 1.866.266 Time) and Saturday Bam-Sput (Eastern Time). For prompt service please have the me	
Time) and Saturday Barn-Spet (Eastern Time). For prompt service please have the me PLEASE DO NOT ALTER WORDING ON THE FORM AND DO NOT MAIL YOUR LETTER OR I	COMM ATTU 1 CONTRACTOR
Your Name:	Reference Number
Amount 1s. Disputed Amount 1s. Or wy other the charge was increased from 5 to 5. Or wy other day was added incomedy. Exclosed in a copy of the totas slap was added incomedy. Exclosed in a copy of the totas slap was shown the cornect amount. 2. I cornelly that the charge lined shows was not made by one or a purson ambustized by one to use say cond, nor were the goods or services appropriately the enamention received by me-or a purson authorised by me. 1. I have not necessed that more founding that was to be shipped to the on	Merchant Name: 2. Lacrated the recodutor on
Merchandisc that was shipped to use less arrived demand and/or defective. I commed it on (Mildel DDYY) and safeed the recording to create my account. Attach a letter describing how the neutransite was demanded and/or defective and a copy of the proof of return.	Signature (required): Dete:
6. Although I did copage in the above transaction, I have connected the merchant, reteamed the merchanties of the Although I did copage in the above transactions, I have connected the merchant of the merchanties of the Although I did control to the state of the st	Best contact religibate 4: Houselt Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Annu Billing Impaires, P.O. Bon 1900s, Wilmington, DE 19459-5026, USA. PLEASE KEEPTHE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.
"Grace Period" means the period of time during a billing cycle when you will not accroe Periodic Rate Finance Changes on certain transactions or but knoze. There is no Grace Period for Balance Transfer and Cash Advances. If you pay in fall this statement's New Balance Total by its Payment Due Date and if you paid in roll this statement's New Balance in this statement's chining cycle, then you will have a Grace Period during the hilling cycle that began the day after this statement's Chining Date on the Purchase portions of this statement's New Balance Itotal. During a 0% Promotional Rate offer: 1) no Periodic Rate Finance Changes accuse on balances with the 0% Promotional Rate and 2) you state pay the Total Minimum Payment Dut by its Payment Due Due fand avoid any other "promotional Rate." "If a corresponding Ansaual Percentage Rate in the Finance Change Schedule on the front of this statement conspires a """ symbol, then with respect to those believes: 1) the 0% Promotional Rate. "If a corresponding Ansaual Percentage Rate in the Finance Change Schedule on the front of this statement conspires a """ symbol, then with respect to those believes: 1) the 0% Promotional Rate. "If a corresponding Ansaual Percentage Rate in the Finance Change Schedule on the front of this statement with the payment of the match believes: 1) the 0% Promotional Rate. Promotional Rate will engine at the end of the ment billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to award Periodic Rate Finance Changes after the end of the 0% Promotional Rate. Accept Balance Method (including new Balance Totale Celabritist and the Closing Date of this statement. We calculate spansate Balances Subject to Finance Change for Balance Transfers, Cash Advances, and for each Promotional Offier balance so a Balance Totale within this statement's billing cycle, 2) calculating a dealy balance for each day in this statement's billing cycle and the subject of this subject to this subject to this subsensent's bi	To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and crodies. If any daily balance is less than zero we treat it as zero. If the Pravious Balance shown on this statement was paid in this statement billing cycle, then on the day after that payment in fail date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in fail dose, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in fail dose. We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed. TOTAL SUBSCIECT PURCHASES CHARGES CHARGES COMPUSESTOOL Periodic Rate Finance Charges, we makingly each Balance Subject to Plannee Charge by its applicable Daily Periodic Rate Finance Charges for the billing cycle, we add the Periodic Rate Finance Charges to the properties of days in the billing cycle. To determine the stud Periodic Rate Finance Charges for the billing cycle, we add the Periodic Rate Finance Charges for the billing cycle, we add the Periodic Rate Finance Charges for the billing cycle, we add the Periodic Rate Finance Charges for the billing cycle, we add the Periodic Rate Finance Charges for the billing cycle, we will allocate your payments to balances finching transactions made after this statement) with lower APRs (such as new balances to balances finching transactions made after this statement) with lower APRs before halances with parameters in the manner we determine. In most instances, we will allocate your payments to balances finching transactions to Bolances with lower APRs (
PAYMENTS We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the buttom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution of a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United Source. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior verifien approval of one of our Senior Officers.	Address 2
We proceed most payment curicus electronically by taking the national transfer for process	mar'
as a check or paper trias). Transmit. Checks are not recurred to you. For more informatic or to more the electronic funds transfers, call us at the number listed on the front.	Area Code &c Home Phone

Area Code & Work Phone

or to stop the electronic times managed, that is at the sudder leader of the about savings or life you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think it wrong. To stop the payment your letter must reach us at least three business days before the automatic payment it scheduled to occur.

Notice of Important Rights

'/e are required by law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and xieral laws.

n California: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They hay not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or nisleading statements or call you at work if they know or have reason to know that you may not receive personal calls t work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. collectors may contact another person to confirm your location or enforce a judgment. For more information about ebt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. As equired by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted a credit reporting agency if you fail to fulfill the terms of your credit obligations.

N COLORADO: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the onsumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by IN to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE VWW.COLORADOATTORNEYGENERAL.GOV/CA. Our in-state office address and telephone number is 80 Garden Center, Suite 3 Broomfield, CO 0020, (303) 920-4763.

N MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT ELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL EQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE OLLECTOR. You may contact us by telephone at (866) 483-5139 between 9:00 am and 5:00 pm Eastern Time Monday-Friday or in writing at 500 iummit Lake Drive Suite 400 Valhalla, NY 10595-1340.

N MINNESOTA: THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF OMMERCE.

n New York City: This collection agency is licensed by the New York City Department of Consumer Affairs. The license numbers are 1143718, 126502, 1126497, and 1126494.

n Tennessee: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance.

B Utah: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit eporting agency if you fail to fulfill the terms of your credit obligations.

a North Carolina: This collection agency is licensed by the North Carolina Department of Insurance. The license numbers are 3824, 3910, 3911, and 912. Its true name is Cavalry Portfolio Services, LLC. Its true addresses are: (a) 4050 Cotton Center Boulevard, Building 2, Suite 20, Phoenix, Arizona 5040; (b) 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340; (c) 9522 E. 47th Place, Suite H, Tulsa, Oklahoma 74145; and (d) 408 St. Peter treet, St. Paul, Minnesota 55102.

Privacy Notice

In accordance with federal regulations, Cavalry is giving you this notice to tell you how we may use non-public personal information about you and your account ("Private Information"). This notice applies whether you are a current or a former customer of Cavalry.

COLLECTION AND USE OF PRIVATE INFORMATION

We collect Private Information about you from the following sources:

- Information we receive from you either directly or indirectly, such as information on applications or other forms, which may include your name, address, social security number and income.
 - Information about your transactions with us or others, such s your account balance and payment history.
- o Information we receive from consumer reporting agencies, such as your credit history and credit worthiness.

DISCLOSURE OF PRIVATE INFORMATION

We only disclose information we collect to affiliated and non-affiliated third parties as permitted by the federal Fair Debt Collection Practices Act. We may disclose information we collect to:

- Credit bureaus o
- The original creditor and entities that have had an ownership interest in your account o
- Entities that provide mailing services on our behalf o
- Entities that provide collection-related services on our behalf O
- Others, such as third parties, when you direct us to share information about you 0
- Affiliated and non-affiliated parties if not prohibited by the federal Fair Debt Collection Practices Act or by other applicable laws

MAINTENANCE OF ACCURATE INFORMATION

We have established procedures to correct inaccurate information in a timely manner. If you have any reason to believe that our record of your Private Information is incorrect, contact us in writing at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340. We will investigate the situation and, wher appropriate, update our records accordingly.

PROTECTION OF INFORMATION

We restrict access to Private Information about you to our employees who need this information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that are consistent with federal standards to guard your Private Information.

For account questions, comments, or general customer service, you may contact us at 800-501-0909 Monday through Thursday from 8:00 am o 9:00 pm Eastern Time, Friday from 8:00 am to 8:00 pm Eastern Time and Saturday from 9:00 am to 2:00 pm Eastern Time, or you may write us at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340.

ading your cheek, please he aware that you are authorizing Cavalry Portfolio Services. LLC to use information on your check to

EXHIBIT E

CAVALRY PORTFOLIO SERVICES, LLC 500 Summit Drive Suite 4a Valhalla, NY. 10595 Randy Fortunato 2166 Sunset Vista Ave Henderson, NV. 89052 (702) 569-5700

June 10, 2011

Attn: Unknown-Debt Collector

Re: "your account" 1389
Re: "Your Balance:" \$5,641

SECOND NOTICE

FINAL NOTICE

NOTICE OF DISPUTE, DEBT VALIDATION REQUEST

After reviewing a copy of my credit file I have discovered a negative entry by CAVALRY PORTFOLIO SERVICES, LLC. By what authority did you report this derogatory information? Who are you? Where did you get my personal information? No contract exists between CAVALRY PORTFOLIO SERVICES, LLC and Randy Fortunato.

Your attention to this notice is important for liability purposes should there be a jury trial to contest these matters or should you attempt to defraud me or violate my rights.

Be advised that it is not now nor has it ever been my intention to refuse to pay any legal obligation I might lawfully owe. However, this notice is being sent pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g (Sec. 809) that your claim is disputed and validation and verification is requested.

I must demand proof of this debt, specifically the alleged contract or other instrument bearing my genuine signature, as well as proof of your authority in this matter. Absent such proof, you must correct any erroneous information associated with this account. Please provide the following information:

- 1. Please evidence if this debt is a taxable gain and reportable to the IRS?
- 2. What is your authorization of law for your collection of my personal information?
- 3. What is your authorization of law for your collection of this alleged debt?
- 4. Please evidence your authorization to do business or operate in this state.
- 5. Please evidence proof of the alleged debt, including specifically the alleged contract or other instrument bearing my genuine signature and the CUSIP numbers.
- 6. Please provide a complete account history, including any charges added for collection activity.

I do expect a response within **10 DAYS** from receipt of this notice. If I do not hear from you, I do intend to follow through and file suit against you.

Govern yourself accordingly, By: /s/ Renty Protection

SEE ATTACHED: COPY OF 1ST NOTICE OF DEBT VALIDATION

CC: FILE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the malipiece, or on the front if space permits. 1. Article Addressed to: CAVAIRY PORTFOLIO SERVICES, LL 500 SUMMIT DRIVE	A. Signature X
Suite 4A VALHALA, NY 10595	3. Service Type Certified Mali Registered Receipt for Merchandise Insured Mali C.O.D. 4. Restricted Delivery? (Extra Fee)
	0470 0003 4181 2638
PS Form 3811, February 2004 Domestic Re	eturn Receipt 102595-02-M .54

33	U.S. Postal Service to: CERTIFIED MAIL TO RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)						
م.	For delivery information visit our website at www.usps.com:						
LL	WEAR PE WE	1009	IA	L USE			
47.67	Postage	\$	\$0.44	02498			
	Certified Fee		\$2.85 /	07 Postmark			
000	Return Receipt Fee (Endorsement Required)		\$2.30	Here			
	Restricted Delivery Fee (Endorsement Required)		\$0.00				
0440	Total Postage & Fees	\$	\$5.59	06/13/2011 72144/RV			
	Sent To						
707	PORTFOLIO DELLES, LLC BOOM SUMMIT DRIVE #4A						
L~	VALHAL	4 . /	14	10595			
	PS Form 3890, August 1	2005		See Reverse for Instructions			